



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for the Lodi Transit Station and Parking Structure Security and Safety System Project with 3D Datacom, of Rancho Cordova (\$280,892) and Contract Change Order with Jacobs Engineering Group, Inc., of Sacramento, for Construction Services (\$15,000)

MEETING DATE: October 3, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for the Lodi Transit Station and parking structure security and safety system project with 3D Datacom, of Rancho Cordova, in the amount of \$280,892 and authorize the City Manager to execute the contract change order to Jacobs Engineering Group, Inc., of Sacramento, for construction services, not to exceed \$15,000.

BACKGROUND INFORMATION: At the February 1, 2012 meeting, Council authorized the City Manager to execute a professional service agreement with Jacobs Engineering Group, Inc., of Sacramento, for design of the security and safety system for the Lodi Transit Station and parking structure.

Since then, the designers have met with the security guards, police officers, transit operation staff and various City staff members to determine the most appropriate safety and security system. The project includes a network-based video surveillance and assessment system for the Lodi Transit Station and parking structure. Images will be displayed on a LCD monitor located at the Lodi Transit Station clock tower and monitored by Transit's contract security guards and authorized individuals via the City's network. The images will be recorded and saved on a server and accessible for investigations. The project includes a total of 31 Internet Protocol (IP) type fixed-position and pan/tilt/zoom cameras. There are currently nine cameras at the Lodi Transit Station installed and maintained by Amtrak and accessible to City staff for safety and security investigations. At the Lodi Transit Station, the project includes cameras inside and outside the station buildings, monitoring the fare collection activity and the buses parked overnight in a non-secured area. Past incidents have primarily involved vandalism (graffiti) of the parked buses. At the parking structure, the project includes cameras monitoring each floor, access points and elevator activities. Traffic calming (speed bumps) are included at the north and south entrances, slowing inbound and outbound traffic and allowing the cameras to record license plates. The majority of the incidents at the parking structure involved vandalism of the elevator and structure walls and vehicle break-ins. As part of this project, the Lodi Electric Utility Department crews are installing fiber optic to the parking structure. The tentative project completion date is March 2013.

Plans and specifications for the project were approved on August 15, 2012. The City received the following three bids for this project on September 19, 2012. The Engineer's estimate for the work was \$278,500. An appropriation of \$478,000 for this project is included in the FY 2012/13 budget and will cover construction costs, staffing and contingencies.

APPROVED: _____

Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contract for the Lodi Transit Station and Parking Structure Security and Safety System Project with 3D Datacom, of Rancho Cordova (\$280,892) and Contract Change Order with Jacobs Engineering Group, Inc., of Sacramento, for Construction Services (\$15,000)

October 3, 2012

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Bidder	Location	Bid
3D Datacom	Rancho Cordova	\$280,892
Bockmon & Woody	Stockton	\$337,700
Vanden Bos Electric	Roseville	*\$420,725

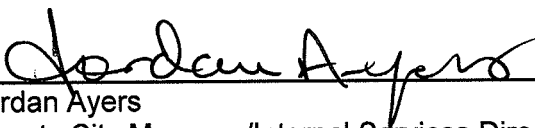
* Corrected Total

City staff recommends City Council authorize the City Manager to execute a contract change order with Jacobs Engineering Group, Inc., to provide construction services during the construction phase, not to exceed \$15,000, as shown in attached Scope of Services.

FISCAL IMPACT: There will be an increase in the long-term maintenance costs associated with the installation of the security and safety equipment that will be funded by Transit operations.

FUNDING AVAILABLE:

Federal Transit Administration ARRA (CA-96-X052) (125192):	\$186,000
Transportation Development Act/State Transit Assistance (125192):	46,000
Proposition IB (TSSSDRA) (125292):	<u>\$121,000</u>
(Construction and Construction Administration)	\$353,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Transportation Engineer
FWS/PJF/pmf
Attachment
cc: Transportation Manager/Senior Transportation Engineer

Scope of Services

Construction Services

This phase commences with the award of the Contract for construction, and will terminate upon the completion by the construction contractor of all services required by the Contract for construction and acceptance of the Notice of Completion by the City Council. Upon receipt of a written notice from the City to proceed with the Construction Phase, the Architect shall perform the services specified herein below:

- 1) Architect shall perform all services required of the Project Architect/Engineer within the time specified in the project manual and as reasonably directed by the City.
- 2) Architect and design consultants shall attend a pre-construction conference between all interested parties.
- 3) Architect shall have access to the project site at all reasonable times.
- 4) Architect shall furnish definitions, clarifications, and interpretations of the drawings and project manual. The Architect will render interpretations upon receipt of requests for information and clarification necessary for proper and timely execution of the work. Clarifications necessary for the proper execution or process of the work will be made in no more than five (5) working days (not including mailing) when reasonably possible under receipt of written request of either the City or the contractor and shall render written decisions.
- 5) Architect shall prepare supplemental drawings and specifications required to resolve actual field conditions encountered that are normally observable.
- 6) Architect shall review and recommend appropriate action on detailed construction drawings and shop and erection drawings submitted by contractors for compliance with the basis of the design and the construction drawings and project manual. The Architect shall not have control or charge of and shall not be responsible for job site coordination, confirmation or dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents. Architect shall provide colors consistent with City-approved schedule.
- 7) The Architect shall review and recommend appropriate action on shop and erection drawings submitted by the contractors for compliance with the design, construction drawings, and project manual. In addition, the Architect should be required to promptly notify the City of all submittal review comments which require a change in the contract requirements that could result in a change order. In addition, the Architect shall process submittals in a reasonable time, but no more than 15 working days, not including mailing time.
- 8) Architect shall review contractor-proposed substitutions which are permitted by "or equal" provisions of the specifications and shall advise City as to whether such requests are, in fact, or equal products to those specified, conform to the basis of the design, are consistent with the remaining contract documents, and possess equal salient characteristics of specified product.
- 9) During the construction administration portions of the project, the Architect shall visit the site no less than once per week. The City will endeavor to schedule meetings in a manner consistent and limiting the Architect's travel to and from the site. Site visits by the engineer will be required by the progress of the system construction work and are in addition to the Architect's visits.
- 10) On the basis of on-site observation, Architect shall endeavor to guard City against defects and deficiencies in the work of the contractor by providing technical assistance to the City's inspector, and shall notify City in the event a defect is discovered.
- 11) Architect shall evaluate and sign the monthly requests for payment submitted by the contractor based on Architect's observations at the project site and review of the contract documents, and shall advise City as to the percentage and quality of work completed to date.
- 12) If contractor requests a change order, Architect shall review and recommend for rejection or approval such request and the time and/or price changes requested.
- 13) Upon request of the City, Architect shall prepare all necessary technical data for contract change orders.
- 14) Architect shall observe initial operation of the project or of performance tests required by the specifications.

- 15) Architect shall assist City in preparing a list of deficiencies ("punch list"), and the confirming completion by the contractor.
- 16) Architect shall make final on-site observation and report on completed project, and furnish City a written notice that the project is completed in general accordance with drawings and specifications except as noted. Architect shall report all observable omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the Contractor.
- 17) Architect shall review all written guarantees and related documents assembled by the contractor for compliance with the project manual.
- 18) Prior to Notice of Completion, Architect shall assist the City in reviewing the contractor's three complete sets of operating and maintenance manuals and instructions for electrical, mechanical, plumbing, security, and other systems installed on the project. The contract documents shall require the contractor to assemble, organize and index material and furnish it in suitable loose-leaf binders and provide same to Architect who shall review its completeness in compliance with the contract documents. Architect shall provide assistance to the City in training City staff regarding building start-up requirements, staff orientation, operation of systems within the building, and methods of operation as affected by building systems. If the City desires further training by Architect beyond that specified hereinabove, such further training shall be an additional service and shall be compensated as such pursuant to this Agreement.
- 19) Extent of duties, responsibilities and limitations of authority of Architect as City's representative during construction as set forth herein shall not be modified or extended without written consent of City and Architect. Architect shall keep detailed notes of all conversations with contractor or any subcontractor or supplier, including telephone conversations, and shall forward photocopies thereof to City upon request by City.
- 20) During all warranty or guarantee periods, up to two (2) years following acceptance of the contractor's work, relating to designs prepared under this Agreement, Architect shall, when requested, render (nonlegal) technical advice in order to assist City in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.
- 21) Architect shall provide all drawings/changes on AutoCAD, latest version.

CITY OF LODI
LODI TRANSIT STATION AND PARKING STRUCTURE SAFETY AND SECURITY PROJECT

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and 3D DATACOM, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

PART A: Invitation for Bid

PART B: Bid Proposal Pricing Forms

PART C: Special Conditions

PART D: Federal Requirements

Specifications/Bridging Documents

Federal Minimum Wage Rates

Drawings (D154):

SEC-000	COVER SHEET
SEC-001	ELECTRONIC SECURITY REFERENCE SHEET
SEC-100	OVERALL SITE PLAN
SEC-101	ELECTRONIC SECURITY PLAN PARTIAL SITE PLAN LODI STATION
SEC-102	ELECTRONIC SECURITY PLAN NORTH ANNEX, SOUTH ANNEX AND DEPOT
SEC-103	ELECTRONIC SECURITY PLAN PARKING GARAGE GROUND LEVEL
SEC-104	ELECTRONIC SECURITY PLAN PARKING GARAGE SECOND LEVEL
SEC-105	ELECTRONIC SECURITY PLAN PARKING GARAGE THIRD LEVEL
SEC-201	PARKING GARAGE ENLARGED PLANS AT STAIR 1
SEC-202	PARKING GARAGE ENLARGED PLANS AT STAIR 2
SEC-203	PARKING GARAGE ENLARGED PLANS AT NORTH AND SOUTH ENTRANCES
SEC-301	ELECTRONIC SECURITY PLAN BUILDING SECTION SOUTH ANNEX
SEC-302	ELECTRONIC SECURITY PLAN PARKING GARAGE EAST ELEVATION
SEC-500	ELECTRONIC SECURITY DETAILS
SEC-501	ELECTRONIC SECURITY DETAILS
SEC-502	ELECTRONIC SECURITY DETAILS
SEC-601	SINGLE LINE DIAGRAM AND SCHEDULE

Addenda

CITY OF LODI

LODI TRANSIT STATION AND PARKING STRUCTURE SAFETY AND SECURITY PROJECT

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor,

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

TOTAL CONTRACT AMOUNT

\$280,892.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

CITY OF LODI
LODI TRANSIT STATION AND PARKING STRUCTURE SAFETY AND SECURITY PROJECT

Total Project: 45 calendar days

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$1,000.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam, City Manager

By: _____

Date: _____


Attest: _____

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to Form:

D. Stephen Schwabauer, City Attorney 

RESOLUTION NO. 2012-154

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACT
AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
FOR THE LODI TRANSIT STATION AND PARKING STRUCTURE
SECURITY AND SAFETY SYSTEM PROJECT AND CONTRACT CHANGE
ORDER FOR CONSTRUCTION SERVICES

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 19, 2012, at 11:00 a.m., for the Lodi Transit Station and Parking Structure Security and Safety System Project, described in the plans and specifications therefore approved by the City Council on August 15, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
3D Datacom	\$280,892
Bockmon & Woody	\$337,700
Vanden Bos Electric	\$420,725"
* Corrected Total	

WHEREAS, staff recommends awarding the contract for the Lodi Transit Station and Parking Structure Security and Safety System Project to the low bidder, 3D Datacom, of Rancho Cordova, California, in the amount of \$280,892; and

WHEREAS, staff further recommends that the City Manager be authorized to execute a Contract Change Order for construction services with Jacobs Engineering Group, Inc., of Sacramento, California, in an amount not to exceed \$15,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Transit Station and Parking Structure Security and Safety System Project to the low bidder, 3D Datacom, of Rancho Cordova, California, in the amount of \$280,892; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute a Contract Change Order for construction services with Jacobs Engineering Group, Inc., of Sacramento, California, in an amount not to exceed \$15,000.

Dated: October 3, 2012

I hereby certify that Resolution No. 2012-154 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 3, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk